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**Spire Techpark Pvt. Ltd.**

5-D, Plaza M-6,  
District Centre Jasola,  
New Delhi – 110 025

Self attested  
photograph of  
Sole/First Applicant

Self attested  
photograph of  
Second Applicant  
(if applicable)

**Subject: Request for booking space**

Dear Sir(s),

I/We, the undersigned, request you to book for allotment to me/us on leasehold basis, space (particulars of which are given herein-below) in Information Technology Park named 'SPIRE TEC' to be constructed & developed by you at Plot No. TZ-13A, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh)

My/our particulars are given below:

**SOLE/FIRST APPLICANT** (Compulsory to fill all the details along with passport size photograph)

Name \_\_\_\_\_

S/W/D of \_\_\_\_\_  
(in case of company, mention name and designation of authorized signatory)

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
(in case of company, mention date of incorporation)

Correspondence Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Contact No.: Office \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Permanent Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/Range (where assessed) \_\_\_\_\_

Nominee \_\_\_\_\_ Relation \_\_\_\_\_

Residential Status:  Resident  Non-Resident Indian  Foreign National of Indian Origin  Others (Please Specify) \_\_\_\_\_

Occupation:  Service  Self Employed Professional  Business  Retired  Housewife  Any Other \_\_\_\_\_

Organisation Name & Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Designation \_\_\_\_\_ Contact No.: \_\_\_\_\_ Fax \_\_\_\_\_

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**SECOND APPLICANT** (If any, compulsory to fill all the details along with passport size photograph)

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Name \_\_\_\_\_

S/W/D of \_\_\_\_\_  
(in case of company, mention name and designation of authorized signatory)Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
(in case of company, mention date of incorporation)Correspondence Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Contact No.: Office \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Permanent Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/Range (where assessed) \_\_\_\_\_

Nominee \_\_\_\_\_ Relation \_\_\_\_\_

Residential Status:  Resident  Non-Resident Indian  Foreign National of Indian Origin  Others (Please Specify) \_\_\_\_\_Occupation:  Service  Self Employed Professional  Business  Retired  Housewife  Any Other \_\_\_\_\_Organisation Name & Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Designation \_\_\_\_\_ Contact No.: \_\_\_\_\_ Fax \_\_\_\_\_

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**PARTICULARS OF BOOKING**

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1. Payment plan opted (tick any one of the following):

- Down Payment Discount Plan
- 25%-25%-50% Construction Linked Plan
- 100% Down Payment Plan with 12% p.a. Assured Return
- 50% Down Payment Plan with 11% p.a. Assured Return

2. Size: \_\_\_\_\_ Square Feet in Super Area (size should be in multiples of 500 sq.ft.)

3. Basic price: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Per Square Feet

4. Booking amount: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide  
cheque/draft/pay order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_

If paid by any other mode, please specify: \_\_\_\_\_

I/We have read &amp; understood your payment plans &amp; attached terms &amp; conditions and undertake to be bound by the same. I/We declare that the particulars given hereinabove are true and correct to my/our knowledge.

Signature of applicant(s)(with rubber seal in case of Company) \_\_\_\_\_

Name of Signatory \_\_\_\_\_ Designation \_\_\_\_\_

I/we enclose herewith, copies of following documents for your records and reference

- (i) Ration cards/Voter's identity cards
- (ii) PAN Cards
- (iii) Specimen signatures duly verified by bankers (in original)

**(additional documents in cases of artificial persons like companies, societies etc.)**

- (i) Memorandum and Articles of Association
- (ii) Resolution in favour of signatory passed by Board/Governing body (in original)

**(additional documents in cases of partnership firms)**

- (i) Partnership deed
- (ii) Letter of authority signed by all partners in favour of signatory

**(additional documents in cases of Foreign Nationals, PIO & NRIs)**

- (i) Passport & document regarding payment through NRE/NRO account.

I/we understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I/we understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

Signatures of sole/first applicant  
(With rubber seal in case of a Company)

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Signatures of second applicant (if any)  
(With rubber seal in case of a Company)

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**Declaration by Dealer/Broker/Facilitator/Intermediary (if any)**

I confirm that the particulars given hereinabove are as per details given to me by the applicant. I understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

(i) Name: \_\_\_\_\_

(ii) Address: \_\_\_\_\_

(iii) Phone No.: \_\_\_\_\_

(iv) Comments (if any) \_\_\_\_\_

Signatures of Dealer/Broker/Facilitator/Intermediary  
(With rubber seal in case of a Company)

Name of Signatory \_\_\_\_\_ Designation \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_

**For office use only**

Application received on \_\_\_\_\_ by \_\_\_\_\_

Special remarks (if any) \_\_\_\_\_

## TERMS AND CONDITIONS

The following terms & conditions and the payment plans are attached with and are an integral part of the application for booking of space (i.e., said space) for allotment on leasehold basis in Information Technology Park named 'SPIRE TEC' (i.e., said complex) to be constructed & developed at Plot No. TZ-13A, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh) (i.e., said plot) by M/s. Spire Techpark Private Limited, 5-D, Plaza M-6, District Centre, Jasola, New Delhi (i.e., developer).

1. Applicant(s) has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars, policies of Government including those of Greater Noida Industrial Development Authority (i.e., GNIDA) applicable on said plot & on said complex.
2. Applicant(s) understands and agrees that building plans for said complex; specifications, quality, standard & quantity of material to be used in construction of said complex and nature of facilities to be provided in said complex shall be determined exclusively by developer. Applicant(s) shall have no right to interfere in these matters.
3. Amount equivalent to twenty percent of total net basic price shall be deemed to be 'earnest money' for space being booked by applicant(s) in said complex (i.e., 'said space'). In case, applicant(s) violates any term or condition of application/allotment of said space, developer shall have the right to cancel the allotment and forfeit the earnest money.
4. Size of said space mentioned in application is tentative. However, developer shall endeavor that size of said space do not vary by more than fifteen percent from what has been stated in application. In any case accounts between developer and applicant(s) will be settled on the basis of actual super area which applicant(s) will finally get.
5. In addition to basic price, applicant(s) has also agreed to pay charges/deposits for preferential location, car parking space, annual lease rent/one time lease rent in proportion to super area of said space in multiples of 500 Square Feet. Charges for any facility(ies) in addition to standard specifications including but not limited to power back-up installation, utility connection, installation of fire fighting equipments, pollution control equipment/devices, setting up of electrical sub-station, electrification and for providing any other equipment/facility shall be paid additionally by applicant(s) as per demands raised by developer. These charges/deposits shall be as specified or as per then prevailing industry standards.
6. All taxes, levies, statutory charges, fees etc. (by whatever names they be called) applicable on said space or on any payment made or to be made by applicant(s) shall be borne & paid by applicant(s). Further if any taxes, levies, statutory charges, fees etc. is imposed on said complex or on said plot, applicant(s) shall pay the same in proportion to the super area of said space.
7. Timely payment by applicant(s) of installments towards consideration/price for allotment of said space, as per payment plan opted by applicant(s) is the essence of this transaction. In case applicant(s) fails to pay any of the installments in time, developer may at its discretion either cancel applicant(s) booking or extend the time for making the payment thereof by levying interest at the rate of eighteen percent per annum on defaulted amount for delayed period.
8. Applicant(s) shall make all payments towards consideration/price for allotment of said space by way of cheques/drafts/pay orders issued in favour of M/s. Spire Techpark Private Limited (payable at New Delhi). All cheques/drafts/pay orders shall be deemed to be accepted by developer subject to their realization only.
9. In case the applicant(s) opts for a payment plan with assured return, the applicant(s) shall be entitled to get returns as per the terms and conditions of the said plan, provided the applicant(s) has made the complete payment at all stages in accordance with said plan. In case of default in payments as per payment plan opted by applicant(s), developer shall be released/discharged from its all liabilities to pay assured returns to applicant(s). However if applicant(s) subsequently makes the due payment with interest, developer shall resume payment of assured return as per said payment plan from the date applicant(s) clears its all dues with interest. Amount of interest paid by applicant(s) shall never be included for calculation of assured return. In case of bookings with second applicant, returns would be paid in the name of the first applicant only.
10. Subject to compliance of all terms & conditions of allotment by applicant(s) and also subject to payment of total consideration/price & other charges applicable on said space by applicant(s), developer shall effect/cause execution of sub-lease deed of said space. It shall be valid till 31st December, 2096. It may be further extended in accordance with norms and approvals of GNIDA and developer. All expenses (including Stamp Duty) involved in its registration including renewals thereof (if any) shall be borne by applicant(s).
11. Since construction of said complex is a large project, developer shall construct the same in Phases. Irrespective of whether construction of other phase(s) is complete or not, developer will offer possession of said space after completion of construction of phase, wherein said space situates. Applicant(s) must take the possession of said space within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining structures in said complex or other buildings adjoining the said space. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of said space like air conditioning, power back up, etc. shall be activated at the time of delivery of possession of said space.
12. Developer will give possession of said space in raw/bare shell condition. Occupant/Applicant(s) shall do flooring, internal wiring, internal settings, painting of walls/doors/windows, install necessary fixtures and electrical accessories and do other works of internal decoration in said space in accordance with fit-out policy of said complex. Developer may offer possession of said space for fit-outs even prior to issuance of occupation/completion certificate with respect to concerned phase/said space.
13. Developer shall endeavor to offer possession of said space for fit outs within a period of three years from the date of application for booking of said space. Save what has been stated in applicable payment plan, developer shall never be liable to pay any damages/compensation/penalty/interest in case of any delay in construction of concerned phase of said complex or delay in offer of possession of said space.
14. Applicant(s) shall be entitled only to the covered area of said space. Developer shall be always free to raise/construct additional floor/units in the building or any additional structure in said complex and to transfer the same to such person(s) on such terms and conditions, which the developer may deem fit and proper. Developer shall be always free to change the lay-out plans, building plans and/or floor plans of buildings/structures in said complex in such manner, which the developer may deem fit and proper. Applicant(s) shall never have any objections in these regards.
15. Said space will be a part of Information Technology Park and can be used only for IT/ITES activities as accepted/approved by Government of Uttar Pradesh and GNIDA.
16. Applicant(s) shall not be entitled to transfer/assign his rights/claims/interests in said space without prior written approval of the developer. Developer may in its sole discretion, permit such transfer/assignment on such terms and conditions (including levying of transfer fees/charges) as it may deem fit and proper. However, there will be no transfer fee for the first transfer of said space.

Signature of Applicant(s) \_\_\_\_\_

17. Subject to prior written approval of developer, applicant(s) shall have the right to grant further sub-lease of said space, which shall always be subject to terms and conditions of lease deed executed by GNIDA and sub-lease deed referred to in clause 10, above.
18. Applicant(s) understands that expression 'Lockable space' shall mean space which is enclosed between walls made from such material as may be considered appropriate by developer with door for ingress/egress. Expression 'Unlockable space' shall mean undivided space in said complex.
19. In case applicant(s) opts to have 'Lockable space', location of said space shall be identified by developer at the time of offering possession. Applicant(s) understands and agrees that applicant's preferred location shall be provided subject to availability only.
20. All 'Unlockable spaces' in said complex shall be controlled by a body of first sub-lessees of 'Unlockable spaces', which may be constituted as a 'Company', 'Trust', 'Society' or in any other form. This body shall either use or further sub-lease the unlockable spaces for common benefits of its members and shall after deducting its expenses, distribute the income generated from use/further sub-lease of unlockable spaces amongst the first sub-lessees of unlockable spaces as per its Rules.
21. The body referred to in clause 20 shall be established prior to execution of sub-lease deed of said space and applicant(s) shall cooperate with developer in all ways for establishing said body including by way of execution of necessary documents. In case applicant(s) fails to cooperate with developer in establishing said body or fails to execute/provide necessary documents, developer will be immediately released/discharged from its all liabilities towards applicant(s).
22. Applicant(s) understand and agrees that following charges shall always be attached to said space—
  - a) Common area maintenance charges (i.e., CAM) [For providing common services and facilities in said space]
  - b) Contribution to Sinking Fund [This fund will be used for major repairs or replacement or purchase of new equipments for common use]
  - c) Interest Free Maintenance Security
  - d) Charges for consumption of water
  - e) Cost of insurance of building of said complex
23. Charges mentioned in clause 22 shall be payable to maintenance agency nominated/appointed by developer for rendering common services in said complex. These charges shall be in accordance with then prevailing industry standards. These charges shall be payable with effect from expiry of thirty days from the date of offer of possession by developer. In case applicant(s) is allotted lockable space, these charges shall be payable by applicant(s) and in case applicant(s) are allotted unlockable space these charges shall be payable by actual occupant of said space. However if unlockable space remain vacant, the body referred to in clause 20, above shall pay these charges.
24. Consideration/Price for said space and all other charges including CAM charges shall be calculated on the basis of 'super area'. 'Super area' includes the area of said space and proportionate share of common areas/spaces in said complex. Total efficiency of a floor plate will be about 70% of total super area of that undivided floor plate.
25. Developer shall execute agreement to lease regarding allotment of said space only after receiving atleast twenty percent of effective basic price of said space. However, prior to execution of agreement to lease, developer may at any stage and at any time reject/cancel the applicant's application for booking of said space unilaterally without assigning any reason whatsoever and in case of such rejection/cancellation by developer, applicant(s) will be entitled only to the refund of amount paid by him to developer without any interest/penalty/damages/compensation.
26. In case prior to execution of aforesaid agreement to lease, applicant(s) wishes to get the accompanying application/booking cancelled or reduce the area of said space, applicant(s) shall be liable to pay a sum of Rupees Thirty Thousand Only to developer towards administrative charges. In case after execution of agreement to lease, applicant(s) wishes to get area of said space reduced, applicant(s) shall have to submit broker's 'No objection' for this purpose and shall also have to pay twenty percent of the basic price of area reduced towards developer's administrative charges/damages otherwise developer will be released/discharged from its liability to pay any return or penalty and also from its liability of assurance of 'minimum return', if such benefits were otherwise applicable to applicant(s).
27. Foreign applicant(s), applicant(s) having NRI/PIO status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorised accounts/channels. Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said space shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for said space after deducting broker's commissions/discounts.
28. Developer shall send all letters/notices and communications to the sole/first applicant(s) at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first applicant(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch. Developer shall not be liable to send separate communication, letters and notices to the second applicant(s) or to applicant(s) other than the first applicant(s).
29. No one, (including any broker/dealer or even any employee of developer) is authorised to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of developer.
30. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
31. This transaction shall be governed by laws of India.
32. Developer has informed the applicant(s) that GNIDA has allotted said plot to M/s. Sundaram I. T. Parks Private Limited on lease for setting up an Information Technology Park. Said M/s Sundaram I. T. Parks Private Limited entered into an agreement with developer by virtue of which developer got rights to setup and market Information Technology Park on said plot. Accordingly developer is developing said complex on said plot. Allottee has satisfied himself with developer's authorities & entitlements to develop and market said complex.

Signature of Applicant(s)\_\_\_\_\_

33. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by developer. Venue of arbitration shall be at New Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/agreement between the parties.

Signatures of sole/first applicant  
(With rubber seal in case of a Company)

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Signatures of second applicant (if any)  
(With rubber seal in case of a Company)

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

A PROJECT BY

